

AN ORDINANCE 101761.

ACCEPTING THE LOW, QUALIFIED, RESPONSIVE BID IN THE AMOUNT OF \$793,347.15 FROM R.L. JONES, L.P. FOR CONSTRUCTION SERVICES IN CONNECTION WITH THE HOWARD DRAINAGE – WILDWOOD TO EL MONTE PROJECT, AN AUTHORIZED 1999-2004 GENERAL OBLIGATION DRAINAGE IMPROVEMENT BOND FUNDED PROJECT LOCATED IN COUNCIL DISTRICT 1 (\$58,804.00 TO BE REIMBURSED BY SAN ANTONIO WATER SYSTEM); AUTHORIZING THE EXECUTION OF A CONSTRUCTION CONTRACT; AUTHORIZING \$73,454.32 FOR PROJECT CONTINGENCY EXPENSES, \$51,418.02 FOR CAPITAL ADMINISTRATIVE COSTS, AND \$2,000.00 FOR ADVERTISING EXPENSES FOR A TOTAL AMOUNT OF \$920,219.49; APPROPRIATING FUNDS AND PROVIDING FOR PAYMENT.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The low, qualified bid of **R.L. Jones, L.P.** in the amount of \$793,347.15 for construction services in connection with the Howard Drainage – Wildwood to El Monte Project is hereby accepted. All other bids will be considered rejected upon the execution of a contract by the successful bidder and the deposit of all required bonds and insurance certificates or the expiration of sixty days from the effective date hereof, whichever occurs first. A copy of the proposal is appended hereto as **Attachment I**. The following amounts, \$73,454.32 for project contingency expenses, \$51,418.02 for capital administrative costs and \$2000.00 for advertising, are hereby authorized.

SECTION 2. The City Manager or her designee is hereby authorized to execute a standard form contract covering said project, a copy which is in substantially the same form as **Attachment II**, incorporated herein for all purposes.

SECTION 3. The following financial adjustments are hereby authorized to effect this Ordinance:

(a) The amount of \$621,000.00 is appropriated in fund 45973000, 1999 General Obligation Drainage Improvement Bonds, WBS GO-00069-01-01-33 GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00899-90-06. The amount of \$621,000.00 is authorized to be transferred to fund 45099000.

(b) The budget in fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, shall be revised by increasing WBS element 23-00899-90-06, entitled TRF FR WBS GO-00069-01-01-33, GL account 6101100 – Interfund Transfer In, by the amount of \$621,000.00.

(c) The amount of \$245,557.29 is appropriated in fund 29071000, Storm Water Facilities Fund GL account 6102100 – Interfund Transfer out entitled Transfer to 23-00899-90-07. The amount of \$245,557.29 is authorized to be transferred to fund 45099000.

(d) The budget in fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, shall be revised by increasing WBS element 23-00899-90-07, entitled TRF FR Fund 29071000, GL account 6101100 – Interfund Transfer In, by the amount of \$245,557.29.

(e) The amount of \$56,559.82 is appropriated in Fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, WBS element 23-00899-05-04, entitled Capital Administration

Charges, and is authorized to be encumbered and made payable for capital program administrative charges.

(f) The amounts of \$734,543.15, \$20,680.00, and \$38,124.00 are appropriated in Fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, WBS elements 23-00899-05-02-01, 23-00899-05-02-02-01 and 23-00899-05-02-02-02, respectively, and are authorized to be encumbered and made payable to R.L. Jones, L.P.

(g) The amount of \$73,454.32 is appropriated in Fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, WBS element 23-00899-05-06, entitled Project Contingency, and is authorized to be encumbered and made payable for project contingencies.

(h) The amount of \$2,000.00 is appropriated in Fund 45099000, Project Definition 23-00899, Howard Drainage – Wildwood to El Monte, WBS element 23-00899-05-01, entitled Advertising Fees, and is authorized to be encumbered and made payable for project advertising fees.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or her designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This ordinance becomes effective on December 11, 2005.

PASSED AND APPROVED this 1st day of December, 2005.


M A Y O R
for PHIL HARDBERGER

ATTEST: 
City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

By 
for City Attorney

PROPOSAL
TO
CITY OF SAN ANTONIO TEXAS
FOR THE CONSTRUCTION OF
HOWARD DRAINAGE - WILDWOOD TO EL MONTE
IN SAN ANTONIO, TEXAS

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, corporation; that Bidder has carefully examined the form of contract, instructions to bidders, profiles, grades, specifications, and the plans therein referred to, and has carefully examined the locations, conditions and classes of materials of the proposed work; and agrees that Bidder will provide all the necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Director of Public Works as therein set forth.

It is understood that the following quantities of work to be done are approximate only, and are intended principally to serve as a guide in figuring out the bids.

It is understood and agreed that the work is to be completed in full in one-hundred, eighty (180) calendar days

Accompanying this Proposal is a Bid Guaranty in the amount of Five Percent
of Total Bid _____ Dollars (\$ 5% of total bid) said amount being

Five percent of the total bid. Said Bid Guaranty, in the form of a Certified or Cashier's Check on a State or National Bank, or Bid Bond, is submitted as a guaranty of the good faith of the Bidder and that the Bidder will execute and enter into a written contract to do the work, if his bid is accepted. It is hereby agreed that the Bidder may, at any time prior to opening of the bids withdraw this Proposal without penalty; it is also agreed that if Bidder shall, at any time after opening of bids, withdraw this Proposal or if this Bid is accepted and Bidder shall fail to execute the written contract and furnish satisfactory bond, within twenty (20) calendar days after the date of transmittal of the contract documents by Owner to Contractor, the City of San Antonio shall, in any of such events, be entitled and is hereby given the right to retain said Bid Guaranty as liquidated damages. It is understood that the City of San Antonio reserves the right to reject any and all bids whenever the City Council deems it in the interest of the City to do so, and also the right to waive any informalities in a bid.

HOWARD DRAINAGE - WILDWOOD TO EL MONTE BASE BID

PROPOSAL SHEET

PAGE 1 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (in Figures)
100	1.00	Mobilization	
	LS	for <u>Fifty five Thousand</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>55,000.00</u>
100.1	1.00	Insurance and Bonding	
	LS	for <u>Twenty two Thousand</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>22,000.00</u>
101	1.00	Preparing Right-Of-Way	
	LS	for <u>Fifteen Thousand</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>15,000.00</u>
103.1	3,591.00	Remove Concrete Curb	
	LF	for <u>One</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>3,591.00</u>
103.2	7,647.00	Remove Concrete Sidewalk & Driveways	
	SF	for <u>no</u> Dollars	
		and <u>fifty</u> Cents per Unit	\$ <u>3,823.50</u>
104	4,015.00	Street Excavation	
	CY	for <u>Fourteen</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>56,210.00</u>
107	225.00	Embankment	
	CY	for <u>Eight</u> Dollars	
		and <u>no</u> Cents per Unit	\$ <u>1,800.00</u>
108.1	9,918.00	Lime Treated Subgrade (6")	
	SY	for <u>Two</u> Dollars	
		and <u>seventy five</u> Cents per Unit	\$ <u>27,274.50</u>

BIDDER'S SIGNATURE

*See Standard Instructions to Bidders, Section 4.4.C

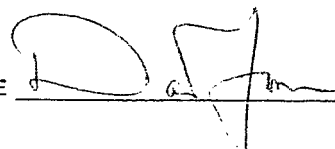
HOWARD DRAINAGE - WILDWOOD TO EL MONTE
BASE BID

PROPOSAL SHEET

PAGE 2 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (in Figures)
108.2	99.00 TON	Lime (20#/SY) for <u>One hundred ten</u> Dollars and <u>no</u> Cents per Unit	\$ <u>10,890.00</u>
202	1,763.00 GAL	Prime Coat for <u>no</u> Dollars and <u>five</u> Cents per Unit	\$ <u>88.15</u>
203	882.00 GAL	Tack Coat (1 GAL/SY) for <u>five</u> Dollars and <u>no</u> Cents per Unit	\$ <u>4410.00</u>
205.3	8,818.00 SY	HMAC Type "D" (2") for <u>52</u> Dollars and <u>no</u> Cents per Unit	\$ <u>52,908.00</u>
206	9,918.00 SY	Asphalt Treated Base (6") for <u>Seventeen</u> Dollars and <u>fifty</u> Cents per Unit	\$ <u>173565.00</u>
300.1	4.5 CY	Class "A" Concrete (Miscellaneous) for <u>One hundred fifty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>675.00</u>
301	140.00 LBS	Reinforcing Steel for <u>One</u> Dollars and <u>no</u> Cents per Unit	\$ <u>140.00</u>
305	31.00 CY	Structural Excavation for <u>Forty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>1,240.00</u>

BIDDER'S SIGNATURE



HOWARD DRAINAGE - WILDWOOD TO EL MONTE
BASE BID

PROPOSAL SHEET

PAGE 3 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (in Figures)
401.1	9.00 LF	24" RCP Storm Drain Lateral (0'-6') for <u>One Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>900.00</u>
401.1	15.00 LF	24" RCP Storm Drain Lateral (6'-8') for <u>One Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>1,500.00</u>
401.1	31.00 LF	36" RCP Storm Drain Lateral (6'-8') for <u>One Hundred thirty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>4,030.00</u>
401.1	108.5 LF	36" RCP Storm Drain Lateral (8'-10') for <u>One Hundred thirty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>14,105.00</u>
401.1	222.00 LF	36" RCP Storm Drain Lateral 10'-12' for <u>One Hundred thirty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>33,300.00</u>
401.1	103 LF	36" RCP Storm Drain Lateral 12'-14' for <u>One Hundred thirty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>15,450.00</u>
401.1	14.5 LF	36" RCP Storm Drain Lateral 14'-16' for <u>One Hundred thirty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>2,755.00</u>
403.2	2 EA	Junction Box 5'x5'x5' for <u>Two Thousand</u> Dollars and <u>no</u> Cents per Unit	\$ <u>8,000.00</u>

BIDDER'S SIGNATURE

[Handwritten Signature]

HOWARD DRAINAGE - WILDWOOD TO EL MONTE
BASE BID

PROPOSAL SHEET

PAGE 4 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (In Figures)
403.13	2 EA	Curb Inlet 20" for <u>Sep Yellow Sand</u> Dollars and <u>no</u> Cents per Unit	\$ <u>12,000.00</u>
410.2	10.00 CY	Gravel Subgrade Filler for <u>no</u> Dollars and <u>fifty</u> Cents per Unit	\$ <u>5.00</u>
501	5,160.00 LF	Machine Laid Curb for <u>Seven</u> Dollars and <u>no</u> Cents per Unit	\$ <u>36,120.00</u>
502.1	880.00 SY	Concrete Sidewalks for <u>thirty eight</u> Dollars and <u>no</u> Cents per Unit	\$ <u>33,440.00</u>
502.2	940.00 SY	Concrete Driveways for <u>forty six</u> Dollars and <u>no</u> Cents per Unit	\$ <u>43,240.00</u>
506.1	40.00 CY	Concrete Retaining Wall - Combo Type for <u>Five Hundred fifty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>22,000.00</u>
512.1	9 EA	Adjust Existing Manholes for <u>Eight Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>7,200.00</u>
515	365.00 CY	Topsoil for <u>Twenty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>7,300.00</u>

BIDDER'S SIGNATURE

*See Standard Instructions to Bidders, Section 4.4.C

HOWARD DRAINAGE - WILDWOOD TO EL MONTE
BASE BID

PROPOSAL SHEET

PAGE 5 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (In Figures)
516.2	3,308.00 SY	Sodding for <u>Three</u> Dollars and <u>fifty</u> Cents per Unit	\$ <u>11,578.00</u>
523.1	1 OPENING	Adjust Vehicular Gates for <u>Three Hundred fifty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>350.00</u>
524	1.4 CY	Concrete Steps for <u>Eight Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>1,120.00</u>
531.03	11.00 LS	R1-1 Stop Sign for <u>One Hundred fifty</u> Dollars and <u>no</u> Cents per Unit	\$ <u>1,650.00</u>
531.59	12.00 EA	Street Name Sign, 9" for <u>Two Hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>2,400.00</u>
541.00	100.00 LF	Curb Inlet Gravel Filter Bags for <u>Two</u> Dollars and <u>no</u> Cents per Unit	\$ <u>200.00</u>
546.00	16.00 LF	Gravel Filter Bags for <u>Two</u> Dollars and <u>no</u> Cents per Unit	\$ <u>32.00</u>
550	513.00 LF	Trench Excavation Protection for <u>One</u> Dollars and <u>no</u> Cents per Unit	\$ <u>513.00</u>

BIDDER'S SIGNATURE

[Handwritten Signature]

HOWARD DRAINAGE - WILDWOOD TO EL MONTE
BASE BID

PROPOSAL SHEET

PAGE 6 OF 6

ITEM NO.	APPROXIMATE QUANTITIES AND UNIT	DESCRIPTION AND UNIT BID PRICE (Written in Words)	EXTENSION (in Figures)
653	1.0 LS	Stormwater Pollution Prevention for <u>Three Thousand five hundred</u> Dollars and <u>no</u> Cents per Unit	\$ <u>3,500.00</u>
750	1.00 LS	Barricades, Sign- & Traffic Handling (3%) for <u>Twelve Thousand</u> Dollars and <u>no</u> Cents per Unit	\$ <u>12,000.00</u>
801.2	320.00 LF	Tree and Landscape Protection for <u>Three</u> Dollars and <u>no</u> Cents per Unit	\$ <u>960.00</u>
801.3	40.00 LF	Tree and Landscape Protection for <u>Seven</u> Dollars and <u>no</u> Cents per Unit	\$ <u>280.00</u>
	1.00 LS	Project Enhancement Initiative for <u>THIRTY THOUSAND</u> Dollars and <u>ZERO</u> Cents per Unit	\$ <u>30,000.00</u>

BIDDER'S SIGNATURE

In the event of the award of a contract to the undersigned, the undersigned will execute same on Standard Form City Construction Contract and make bond for the full amount of the contract, to secure proper compliance with the terms and provisions of the contract, and to insure and guarantee the work until final completion and acceptance or the end of the guarantee period where so stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

The work proposed to be done shall be accepted when fully completed and finished to the entire satisfaction of the Director of Public Works.

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final.

Bidder is:

☐ An individual proprietorship;

☒ A partnership composed of David Jones, Jeremiah Jones, Joshua Jones
Courtney Jones and Brittany Jones.

☐ A corporation chartered under the laws of the State of _____, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors.

In Receipt of Addendum No. 1

ATTEST:

Date October 26, 2005

[Signature]

R.L. Jones LP

(Name of Bidder)

By [Signature]
David Jones (Signature)

President
(Title)

Amount of Base Bid (Insert Amount in Words and Numbers): Seven Hundred thirty
four thousand, five hundred forty three dollars and
fifteen cents. \$ 734,543.15

Alternates (if applicable):

(1) Sewer: \$ 20,680.00

(3) Grand Total: \$ 793,347.15

(2) Water: \$ 38,124.00

(4) _____

R.L. Jones LP

Company's Name

(210) 496-6223

Telephone No.

18946 Redland Road

Address

(210) 495-7535

Fax No.

San Antonio, Texas

City & State

78259

Zip Code

SAWS Job No.: 00-5578 (Sewer) and 00-5073 (Water)
Job Title: HOWARD DRAINAGE – WILDWOOD TO EL MONTE
Description: Sanitary Sewer and Water Facility Adjustment Project

BID PROPOSAL

PROPOSAL OF R.L. Jones LP

A Corporation organized and existing under the laws of the State of Texas _____

A Partnership consisting of David Jones, Jeremiah Jones, Joshua Jones, Courtney Jones and Brittany Jones.

An Individual doing business as _____

SAN ANTONIO WATER SYSTEM:

Pursuant to Instructions and Invitations to Bidders, the undersigned proposes to furnish all labor and materials as specified and perform the work required for the construction of pipelines and appurtenances, San Antonio Water System Job Numbers 00-5578 (Sewer) and 00-5073 (Water) in accordance with the Plans and Specifications for the following prices to wit:

SAWS SEWER BID:

Item No.	Description & Estimated Quantities (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
** 100	1- L.S. – Mobilization, per lump sum <u>One Thousand</u> Dollars and <u>no</u> Cents	\$ XXXXXX	\$ <u>1,000.00</u>
** 101	1- L.S. – Preparing Right of Way, per lump sum <u>Five Hundred</u> Dollars and <u>no</u> Cents	\$ XXXXXX	\$ <u>500.00</u>
550	214 L.F. – Trench Excavation Safety Protection, per linear foot <u>One</u> Dollars and <u>no</u> Cents	\$ <u>1.00</u>	\$ <u>214.00</u>
848	214 L.F. – 8" Sanitary Sewer (6' – 10' depth), per linear foot <u>Fifty</u> Dollars and <u>no</u> Cents	\$ <u>50.00</u>	\$ <u>10,700.00</u>

** "Mobilization lump sum bid shall be limited to a maximum 10% of the total base bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 4% of the total base bid amount. The combined total bids for Item 100, Mobilization, and Item 101, Preparing Right-of-Way, shall not exceed fourteen percent (14%) of the total base bid amount. A base bid shall be defined as all bid items excluding Item 100, Mobilization, and Item 101, Preparing Right-of-Way. A bid containing a combined total for the above mentioned pay items in excess of fourteen percent (14%) shall be considered unbalanced and shall be rejected."

SAWS Job No.: 00-5578 (Sewer) and 00-5073 (Water)
 Job Title: HOWARD DRAINAGE - WILDWOOD TO EL MONTE
 Description: Sanitary Sewer and Water Facility Adjustment Project

Item No.	Description & Estimated Quantities (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
852.1	2 E.A. - Sanitary Sewer Manhole (0' - 6'), per each <u>Two Thousand five hundred</u> Dollars and <u>no</u> Cents	\$ <u>2700.00</u>	\$ <u>5400.00</u>
852.3	6.34 V.F. - Extra Depth Manhole (> 6 Feet), per vertical foot <u>One hundred fifty</u> Dollars and <u>no</u> Cents	\$ <u>150.00</u>	\$ <u>951.00</u>
858	0.4 C.Y. - Concrete Encasement, Cradles, per cubic yard <u>One hundred fifty</u> Dollars and <u>no</u> Cents	\$ <u>150.00</u>	\$ <u>60.00</u>
862	156.8 L.F. - Abandonment of Sanitary Sewer Main, per linear foot <u>Five</u> Dollars and <u>no</u> Cents	\$ <u>5.00</u>	\$ <u>784.00</u>
864	1 L.S. - Bypass Pumping, per lump sum <u>One</u> Dollars and <u>no</u> Cents	\$ <u>XXXXXX</u>	\$ <u>1.00</u>
866	214 L.F. - Sewer Main Television Inspection, per linear foot <u>Five</u> Dollars and <u>no</u> Cents	\$ <u>5.00</u>	\$ <u>1070.00</u>
TOTAL SAWS SEWER BID AMOUNT		\$ <u>Twenty Thousand, five hundred</u> <u>eighty</u> Dollars <u>no</u> Cents	

SAWS Job No.: 00-5578 (Sewer) and 00-5073 (Water)
 Job Title: HOWARD DRAINAGE - WILDWOOD TO EL MONTE
 Description: Sanitary Sewer and Water Facility Adjustment Project

SAWS WATER BID:

Item No.	Description & Estimated Quantities (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
** 100	1- L.S. - Mobilization, per lump sum <u>One Thousand</u> Dollars and <u>no</u> Cents	\$ XXXXXX	\$ <u>1,000.00</u>
** 101	1- L.S. - Preparing Right of Way, per lump sum <u>Five Hundred</u> Dollars and <u>no</u> Cents	\$ XXXXXX	\$ <u>500.00</u>
550	294 L.F. - Trench Excavation Safety Protection, per linear foot <u>One</u> Dollars and <u>no</u> Cents	\$ <u>1.00</u>	\$ <u>294.00</u>
814	25 L.F. - 6" Ductile Iron Pipe, per linear foot <u>Fifty five</u> Dollars and <u>no</u> Cents	\$ <u>55.00</u>	\$ <u>1,375.00</u>
818	269 L.F. - 8" PVC Waterline, per linear foot <u>Fifty five</u> Dollars and <u>no</u> Cents	\$ <u>55.00</u>	\$ <u>14,795.00</u>
834	2 EA. - Fire Hydrant, per each <u>Three thousand four hundred</u> Dollars and <u>no</u> Cents	\$ <u>3,400.00</u>	\$ <u>6,800.00</u>
836	0.32 TON - Pipe Fittings, All Sizes & Types, per ton <u>Three thousand</u> Dollars and <u>no</u> Cents	\$ <u>3,000.00</u>	\$ <u>960.00</u>

** "Mobilization lump sum bid shall be limited to a maximum 10% of the total base bid amount. Preparing Right-of-Way lump sum bid shall be limited to a maximum of 4% of the total base bid amount. The combined total bids for Item 100, Mobilization, and Item 101, Preparing Right-of-Way, shall not exceed fourteen percent (14%) of the total base bid amount. A base bid shall be defined as all bid items excluding Item 100, Mobilization, and Item 101, Preparing Right-of-Way. A bid containing a combined total for the above mentioned pay items in excess of fourteen percent (14%) shall be considered unbalanced and shall be rejected."

SAWS Job No.: 00-5578 (Sewer) and 00-5073 (Water)
Job Title: HOWARD DRAINAGE - WILDWOOD TO EL MONTE
Description: Sanitary Sewer and Water Facility Adjustment Project

Item No.	Description & Estimated Quantities (Unit Price to be Written in Words)	Unit Price (Figures)	Total Price (Figures)
840	4 EA. - 8" Water Tie In, per each <u>Two thousand six hundred</u> Dollars and <u>no</u> Cents	\$ <u>2600.00</u>	\$ <u>10400.00</u>
841	2 EA. - Hydrostatic Testing, per each <u>Three hundred</u> Dollars and <u>no</u> Cents	\$ <u>300.00</u>	\$ <u>600.00</u>
844	2 EA. - 2" Blowoff, Temporary, per each <u>Seven hundred</u> Dollars and <u>no</u> Cents	\$ <u>700.00</u>	\$ <u>1400.00</u>

TOTAL SAWS WATER BID AMOUNT

\$ Thirty eight thousand, one hundred
twenty four Dollars
no Cents

R. L. Jones President
BIDDER'S SIGNATURE & TITLE

R.L. Jones LP
FIRM'S NAME (TYPE OR PRINT)
18946 Redland Road
San Antonio, Texas 78259
FIRM'S ADDRESS

(210) 496-6223 Fax: (210) 495-7535
FIRM'S PHONE/FAX NUMBER

The Contractor herein acknowledges Addendum Nos. 1

OWNER RESERVES THE RIGHT TO ACCEPT THE OVERALL MOST RESPONSIBLE BID.

The bidder offers to construct the Project in accordance with the Contract Documents for the contract price, and to complete the Project within 90 calendar days after the start date, as set forth in the Authorization to Proceed. The Bidder understands and accepts the provisions of the contract Documents relating to liquidated damages if the Project is not completed on time.

Complete the additional requirements of the Proposal which are included on the following pages.

PROPOSAL

Accompanying this proposal is a Bid Bond or Certified or Cashier's Check on a State or National Bank payable to the Order of the San Antonio Water System for Five Percent of Total Bid dollars (5% of total bid) which amount represents five percent (5%) of the total bid price. Said bond or check is to be returned to the bidder unless the proposal is accepted and the bidder fails to execute and file a contract within 10 calendar days after the award of the Contract, in which case the check shall become the property of said San Antonio Water System, and shall be considered as payment for damages due to delay and other inconveniences suffered by said San Antonio Water System due to the failure of the bidder to execute the contract. The San Antonio Water System reserves the right to reject any and all bids.

It is anticipated that the Owner will act on this proposal within 60 calendar days after the bid opening. Upon acceptance and award of the contract to the undersigned by the Owner, the undersigned shall execute standard San Antonio Water System Contract Documents and make Performance and Payment Bonds for the full amount of the contract within 10 calendar days after the award of the Contract to secure proper compliance with the terms and provisions of the contract, to insure and guarantee the work until final completion and acceptance, and the guarantee period stipulated, and to guarantee payment of all lawful claims for labor performed and materials furnished in the fulfillment of the contract.

It is anticipated that the Owner will provide written Authorization to Proceed within 30 days after the award of the Contract.

The Contractor hereby agrees to commence work under this Contract within seven (7) calendar days after issuance by the SAWS of the written Authorization to Proceed. Under no circumstances shall the work commence prior to Contractor's receipt of SAWS issued, written Authorization to Proceed. Work shall be completed in full within 180 consecutive calendar days to be concurrent with the Calendar Day Contract for Howard - Wildwood to El Monte Streets and Drainage.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

In completing the work contained in this proposal the undersigned certifies that bidder's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin and that the bidder will affirmatively cooperate in the implementation of these policies and practices.

Signed: _____

Company Representative

R.L. Jones LP

Company Name

18946 Redland Road

San Antonio, Texas 78259

Address

Please return bidder's check to:

R.L. Jones LP

Company Name

18946 Redland Road

San Antonio Texas 78259

Address

R.L. JONES LP

18946 Redland Road • San Antonio, Texas 78259 • (210) 496-6223

HOWARD DRAINAGE – WILDWOOD TO EL MONTE

OCTOBER 26, 2005

GOOD FAITH EFFORT PLAN

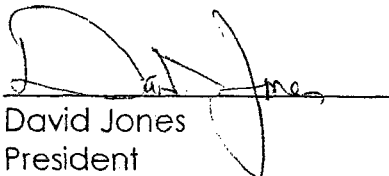
We will perform all major components of this project in house, with our own crews, which are 100% minority.

The percentage of this project to be subcontracted to MBE-WBE-AABE and SBE's represents the portion of the project we are able to out source without laying off any of our current workforce.

We own all of the equipment necessary to perform the work required and have trained, experienced, in-house crews to perform the job tasks of installing water lines, sewer systems, storm drainage, street building and associated concrete work. Out sourcing these tasks would prohibit us from being competitive bidders and would result in the laying off of minority employees, sale of equipment and creating an overall hardship for our business.

You can verify with the City of San Antonio Inspections Department that we do indeed perform this work with our own crews. We have employed these crews for a number of years.

Of the items that we do sub-contract, approximately 90% of this work goes to minority owned companies.



David Jones
President

CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS

PROJECT NAME: HOWARD DRAINAGE - WILDWOOD TO EL MONTE

DATE: OCTOBER 25, 2005

ADDENDUM NO. 1

This addendum shall be included in and be considered part of the plans and specifications for the above named project. The contractor shall be required to sign an acknowledgment of the receipt of this addendum at the time he receives it.

CONTENTS: This Addendum consists of the following parts:

Changes to Proposal

The Bidding Documents for solicitation of competitive sealed Bids for the above project are hereby changed in part as follows:

CHANGES TO PROPOSAL (ENVELOPE NO. 1)

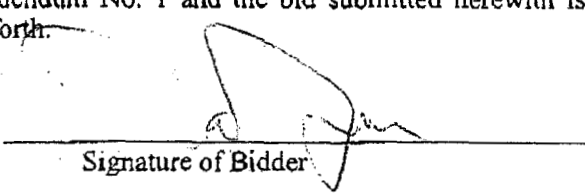
Item 1 - Added dollar amount for the Project Enhancement Initiative on Page 6 of 6 of the Base Bid.

Each bidder is requested to acknowledge receipt of this Addendum No. 1 by his/her signature affixed hereto and to file same with and attached to his/her bid.


Jerry C. Powell, P.E.
Project Manager
CDS/Muery Services

The Undersigned acknowledges receipt of this Addendum No. 1 and the bid submitted herewith is in accordance with the information and stipulation set forth.

10-25-05
Date


Signature of Bidder

END OF ADDENDUM NO. 1

THE CITY OF SAN ANTONIO

CALENDAR DAY CONTRACT

THIS AGREEMENT made the _____ day of _____ in the year TWO THOUSAND FIVE (2005) by and between R.L. JONES LP hereinafter called the "Contractor", and the City of San Antonio, Texas, hereinafter called the "City or the "Owner".

WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article 1. Scope of the Work - The Contractor shall furnish all the materials and perform all the Work called for in the Contract Documents and more specifically described in the Plans and Specification for the Project entitled:

HOWARD DRAINAGE - WILDWOOD TO EL MONTE

Prepared by CDS/MUERY SERVICES, acting as, and in these Contract Documents entitled, the Project Design "Consultant".

Article 2. Time of Completion - The Contractor shall begin Work at the job site within seven (7) calendar days after the date of the Owner's written Authorization to Proceed issued by the Owner's Representative. The Work to be performed under this Agreement is to be completed by Contractor in ONE-HUNDRED EIGHTY (180) Calendar Days. For each Calendar Day that any Work is not completed after the expiration of Calendar Days stated above, plus any Extended Calendar Days granted by Owner in accordance with the Contract Documents, the sum as shown in the table below will be deducted from the money due or to become due the Contractor, not as a penalty, but as mutually agreed to liquidated damages and added expense for Owner Contract administration, not otherwise susceptible to exact determination by Owner and Contractor prior to the execution of this Agreement.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
\$1,000,001 or Over	\$700.00
\$ 750,001 to \$1,000,000	\$600.00
\$ 500,001 to \$ 750,000	\$500.00
\$ 250,001 to \$ 500,000	\$400.00
\$ 100,001 to \$ 250,000	\$300.00
\$ 50,001 to \$ 100,000	\$200.00
\$ 1 to \$ 50,000	\$100.00

Attachment II
to Ordinance No. _____
Passed and approved on
December 1, 2005.

Article 3. The Contract Sum - The Owner shall pay the Contractor for the proper performance of the Contract, subject to additions and deduction provided therein, the Contract sum of:

Materials and Services: SEVEN HUNDRED NINETY THREE THOUSAND, THREE HUNDRED FORTY SEVEN DOLLARS AND FIFTEEN CENTS, (\$793,347.15)

Article 4. Partial Payment - Each month, the Owner shall make a progress payment as approved by the Owner's Representative in accordance with Article VII of the General Conditions.

Article 5. Acceptance and Final Payment - Final Payment shall be due on final Owner acceptance of the Project Work, provided the Contract has been completed by Contractor as provided in Article IX of the General Conditions.

Before issuance of the final payment, the Contractor shall submit an affidavit and reasonable additional supporting evidence if required, as satisfactory to the Director of Finance, City of San Antonio, that all labor payrolls, construction materials and supply bills, subcontractors, and other indebtedness connected with the Work have been paid in full, or that an outstanding debt is being disputed and that the corporate surety or its agent is processing the outstanding claim and is willing to defend and/or indemnify the City should the City make final Contract payment.

Article 6. The Contract Documents - This Calendar Day Contract (Standard Form) the General Conditions, Special Conditions, Supplemental Conditions, Specifications, Addenda, Completed Bid Proposal Form, Invitation For Bids, Instructions to Bidders, Plans, Field Directives, Field Alterations, and Payment, Performance and Extended Warranty Bonds, form the Contract Documents and they are as fully a part of this Agreement as if hereto attached or herein repeated.

IN WITNESS WHEREOF, said City of San Antonio has lawfully caused these presents to be executed by the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested to by the City Clerk;

DONE at San Antonio, Texas, on the day and year first written above.

CITY OF SAN ANTONIO

By: _____
City Manager

ATTEST:

City Clerk

IN WITNESS WHEREOF, said Contractor has thoroughly read and understands this Agreement and the Contract Documents and the nature of this legal commitment and lawfully caused these presents to be executed by Contractor's legally authorized representative and does hereby deliver this legally binding instrument;

DONE at San Antonio, Texas, on the day and year first written above.

(Seal if Agreement is with Corporation)

R.L JONES LP

Contractor

ATTEST:

BY:

David Jones

President

Title

Secretary

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____ 20____
by _____ of _____ a
_____ on behalf of said _____

NOTARY PUBLIC in and for the State of T E X A S

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES:

PAYMENT BOND

STATE OF TEXAS }
COUNTY OF BEXAR }
CITY OF SAN ANTONIO }

Know all men by these presents:

1. That we **R.L. JONES LP.,** acting by and through **DAVID JONES, PRESIDENT,**

as Principal, and _____

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$ 793,347.15** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

R.L. JONES LP

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

HOWARD DRAINAGE - WILDWOOD TO EL MONTE

and for the performance and observance of diverse other matters and things in connection with said work, and, interalia, therein entered into covenants and agreements to promptly pay all persons supplying labor, materials and services in the prosecution of the work provided for in said contract; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation;

3. NOW THEREFORE, if Contractor, the Principal party to this obligation shall promptly make payment to all persons supplying labor and materials in the prosecution of the work provided for in said contract, and any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the surety being hereby waived, then this obligation shall be and become null and void, but otherwise to remain in full force and effect: and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had thereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinances.

4. It is further understood that this obligation is incurred pursuant to Chapter 2253 of the Texas Government Code, and that this obligation is for the benefit and sole protection of all persons supplying labor and materials in the prosecution of said contract.

5. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this ____ day of ____
_____, A.D. 2005.

6. The foregoing bond is approved and accepted
this _____ day of _____,
20 _____

By: _____
David Jones, President

City Manager

Surety

(SEAL)

By: _____

Address of Surety for Service Purposes

PERFORMANCE BOND

STATE OF TEXAS }
COUNTY OF BEXAR }
CITY OF SAN ANTONIO }

Know all men by these presents:

1. That we **R.L. JONES LP**, acting by and through **DAVID JONES, PRESIDENT**

as Principal, and _____

as Sureties, do hereby acknowledge ourselves to be held and firmly bound unto the City of San Antonio, a municipal corporation of the County of Bexar and State of Texas in the sum of **\$ 793,347.15** for payment of which sum well and truly to be made in and unto said City of San Antonio, we do hereby bind and obligate ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally:

2. THE CONDITIONS OF THIS BOND, HOWEVER, ARE SUCH THAT WHEREAS, the said

R.L. JONES LP

hereinafter called Contractor or Principal, has made and does this day make and enter into a certain contract in writing with said City of San Antonio, for the construction and completion for said City of certain structures, work and improvements generally described as

HOWARD DRAINAGE – WILDWOOD TO EL MONTE

and for the performance and observance of diverse other matters and things in connection with said work; all as more fully described in said contract and its included instruments which are expressly made a part of this obligation.

3. NOW THEREFORE, if Contractor, the principal party to this obligation shall faithfully construct and complete said structures, work and improvements, and shall observe, perform and comply with all the terms, conditions, stipulations, undertakings and provisions of said contract and all included instruments, according to their intent and purpose insofar as the same relate to or are incident to the construction and completion of said structures, work and improvements then and thereupon this obligation shall be and become null and void, but otherwise to remain in full force and effect; and it is hereby further understood and agreed that this bond shall be a continuous obligation against the principal and each member of said principal party hereto, and each and all sureties hereon, and that successive recoveries may be had hereon for each and every breach of this bond until the full amount thereof shall have been exhausted; and the liability of the sureties on this bond shall not be in any manner released or diminished by any changes in the work which may be authorized or directed by the City, nor by the exercise or failure to exercise by or on behalf of the City any right or remedy provided by the contract or specifications or by any law or ordinance.

4. IN TESTIMONY WHEREOF, witness our hands and the seal of any incorporated surety hereon this

_____ day of _____ A.D. 20 _____.

5. The foregoing bond is approved and accepted

R.L. JONES LP

this _____ day of _____,

2005.

City Manager

(SEAL)

By: _____
David Jones, President

Surety

By: _____

Address of Surety for Service Purposes

City of San Antonio
Economic Development Department
Interdepartmental Memorandum

TO: William Krause, Capital Programs Manager, Public Works Department

FROM: Manuel Longoria, Jr., Assistant Director, Economic Development Department

COPIES: Yvette Ozuniga; Anita Uribe Martin; File

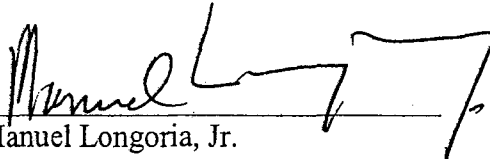
SUBJECT: Good Faith Effort Plan Submitted for the **Howard Drainage-Wildwood to El Monte Project**

DATE: November 16, 2005

We have reviewed the Good Faith Effort Plan for the **Howard Drainage-Wildwood to El Monte Project**. The apparent low bidder has submitted contract amounts, which are reflected in the accurate percentages below.

<u>Total Project Cost</u>						
\$793,347.15						
FIRM	CERTIFIED	MBE	WBE	AABE	SBE	GFEP
R.L. Jones LP	NO	24% \$190,500	0% \$0	0% \$0	24% \$190,500	APPROVED

If there are any questions, please feel free to contact Anita Uribe Martin at (210) 207-3900.


Manuel Longoria, Jr.
Assistant Director
Economic Development Department

ML/hv